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AN AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 20th DAY OF MARCH, 2018, by and between UNION COUNTY, OREGON, a political subdivision of the State of Oregon, by and through the Sheriff for said County (hereinafter called COUNTY) and the CITY OF ELGIN, a municipal corporation of the State of Oregon (hereinafter called CITY).

WHEREAS, the CITY desires to contract with the COUNTY for law enforcement services from the Sheriff as provided herein; and

WHEREAS, the COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by ORS 190.010 and ORS 206.345;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

- 1) COUNTY will provide law enforcement services within the city limits of CITY to the extent and in the manner hereinafter set forth. The law enforcement services will encompass duties and functions within the jurisdiction of, and customarily rendered by, the Sheriff of the COUNTY, and pursuant to the statutes of the State of Oregon. Such services will include the enforcement of the State Criminal and traffic statutes.
- 2) At full implementation, COUNTY will provide a minimum of 105 hours per week of law enforcement services, based on three deputies, to CITY under this agreement with said hours being calculated as time either spent performing service within the CITY limits, or otherwise directly related to the handling of matters occurring within said CITY limits. COUNTY will provide CITY with a monthly report of the law enforcement activities and services performed for the previous month being claimed as provided under this agreement. A deputy will provide the report at the monthly council meeting. Members of the Safety Committee will receive the report via e-mail at least a day prior (generally more than a day) to the council meeting. The Sheriff will meet with the full council bi-annually to review law enforcement services. City will have participation and input on all matters pertaining to the contract, however, the Sheriff will

- hold final decision authority. County will notify Mayor City Administrator of major crimes or events occurring in City when appropriate.
- 3) Variants to the hour minimum requirement may be made by written agreement between CITY and COUNTY as deemed necessary or appropriate for certain reasons, such as, but not limited to, special events.
 - 4) COUNTY will furnish and supply all labor, supervision, and training necessary for the performance of the law enforcement services under this agreement. COUNTY will provide all necessary administrative and employer services for all assigned deputies and will comply with all federal, state, and collective bargaining laws and agreements.
 - 5) COUNTY will have use of current CITY secured police office as a sub-station with access by the City for emergencies by City Manager. CITY will provide office equipment to include phone, computer, internet access and copier. County will provide office supplies (paper, ink etc.).
 - 6) The rendition of law enforcement services, standards of performance, discipline of officers, scheduling and coordination of services, and other matters incident or relating to the performance of such services, and the control of the personnel so employed will remain with the Sheriff, and otherwise under the control and responsibility of the COUNTY.
 - 7) COUNTY hereby covenants and agrees to hold and save CITY, its officers, agents, assigns and employees harmless from all claims whatsoever that might arise against the CITY, its officers, agents, assigns and employees by reason of any act of the County, its officers, agents, assigns or employees in the performance of the law enforcement services or the administration thereof required by the terms of this Agreement, including any cost of defense, including attorney's fees associated with such claims.
 - 8) CITY grants to COUNTY and the Sheriff full municipal police authority, and all rights of enforcement provided to CITY under federal or state law or county ordinance.
 - 9) Deputies shall cite traffic violations and misdemeanor cases listed in Exhibit B, into CITY Municipal Court, at their discretion.
 - 10) If CITY utilizes the services of a municipal ordinance enforcement officer, the CITY and COUNTY will coordinate the activities of the assigned deputies and personnel providing service under this Agreement with the ordinance enforcement officer when law enforcement support is deemed necessary.
 - 11) Should CITY elect to terminate this Agreement, without cause, CITY will give at least 9 months notification of the termination. If contract is terminated for any reason by either party, except for breach of this agreement by the COUNTY, the pre-paid costs to the COUNTY will be forfeited by the City.

- 12) Contract will automatically renew annually with an increase of 1.5% each year. beginning in 2021.
- 13) If CITY decides to restart their Police Department even upon early termination, CITY agrees to give priority to hiring the COUNTY deputies hired to fulfill this contract if Deputies choose to work for the City. City will pay unemployment benefits for all assigned Deputies if contract is terminated early.
- 14) In consideration of the services provided for herein and above, the CITY agrees to pay in cash the amounts set forth in the attached Exhibit A, billed and payable quarterly at the beginning of the 3-month period. COUNTY will coordinate and communicate with the Safety Committee and Council regarding law enforcement services. All citizen concerns or issues involving law enforcement services or individual or group citizen grievances received by the City Council or Safety Committee should be referred to the COUNTY Sheriff or his designee.
- 15) Should litigation or arbitration be brought to enforce the rights and obligations under this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees at arbitration, at trial, or on appeal.
- 16) Orders to Show Cause from Elgin Municipal Court will be processed and served by the Sheriff's Office subject to normal associated fees.

APPROVED AND ACCEPTED by the CITY this 20th day
of MARCH, 2018.

Mayor Allen L. Dufly City Administrator Paul E. White

APPROVED AND ACCEPTED by the COUNTY this 21 day
of MARCH, 2018.

[Signature]

County Commissioner

Steve McQuinn

County Commissioner

Donna Benning

County Commissioner

[Signature]

Sheriff

EXHIBIT "A"

COSTS OF SERVICES:

YEAR 1 (2018-2019 fiscal year): \$329,231.00 for services including dispatch, vehicle and equipment/training

YEAR 2 (2019-2020 fiscal year): \$329,231.00 for services including dispatch, vehicle and equipment/training

YEAR 3 (2020-2021 fiscal year): \$334,169.00 for services including dispatch, vehicle and equipment/training

EXHIBIT "B"

The following crimes and violations will be cited into Elgin Municipal Court unless the circumstances dictate they should be cited into Union County Circuit Court:

OFFENSES AGAINST PUBLIC OFFICERS AND GOVERNMENT:

- Unsworn falsification
- Obstructing governmental or judicial administration
- Impersonation (unless impersonation is of a peace officer)
- False reports
- Refusing to assist in firefighting operations
- Resisting or refusing to aid officer
- Interfering with law enforcement officer
- Interfering with firefighter

OFFENSES AGAINST PUBLIC PEACE AND DECENCY:

- Menacing
- Recklessly endangering another person
- Disorderly conduct
- Harassment
- Abuse of venerated object
- Public indecency

OFFENSES AGAINST PROPERTY:

- Trespassing
- Invasion of personal property
- Offensive littering

OFFENSES BY OR AGAINST MINORS:

- Child Neglect in the 2nd degree
- Endangering welfare of minor
- Failing to supervise a child

WEAPONS AND FIREWORKS:

- Carrying a concealed weapon
- Unlawful use of weapon
- Sale, possession of fireworks

TRAFFIC

- Careless driving
- Unlawful passenger on bicycle

